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INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

JUN 23 1992

AGREEMENT

RUTGERS UNIVERSITY

THIS AGREEMENT made this 26th day of March 1992, by and between the BOROUGH OF SHREWSBURY, NEW JERSEY, hereinafter referred to as the "Employer", and TEAMSTERS LOCAL 177, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union",

WITNESSETH

WHEREAS, it is the desire of both of the parties hereto to promote and secure harmonious relations between the above named Employer and the Union and the employees of the Road and Sanitation Department; and

WHEREAS, the parties have negotiated and have reached an agreement with respect to wages, hours and other terms and conditions of employment under which the employees of the Road and Sanitation Department work for the Employer; and

WHEREAS, the parties desire to reduce said agreement to writing;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1. RECOGNITION

A. The Employer herewith recognizes the Union as the sole and exclusive bargaining agent in regard to wages, hours and all other terms and conditions of employment for all its Road and Sanitation Department maintenance employees, but excluding the Superintendent of Public Works, General Foreman and excluding all other Borough employees.

#### ARTICLE II. UNION SECURITY

A. All present employees who are members of the Local Union on the effective date of this Agreement, or on the date of execution of this Agreement, whichever is the latter shall remain members of the Local Union in good standing. This membership shall not be a condition of employment.

B. Union membership shall be available to new employees on the same terms and conditions generally available to other members.

C. In the event, the Employer finds it necessary to employ additional employees, it may or may not, as it sees fit call the Union.

#### ARTICLE III. MANAGEMENT RIGHTS

The Employer has both the legal responsibility and the sole right to manage and conduct the municipality's business and, except as specifically limited in this Agreement, to direct the employees; to hire, promote, transfer, assign, schedule, layoff and recall; to suspend, demote, discharge or take other disciplinary action for good and just cause; to control all of Employer's property. The management and direction of the workforce shall be in the sole discretion and the sole responsibility of the Employer and except as otherwise provided herein, the Employer retains the sole and exclusive right to promulgate rules and regulations within applicable statutes; to direct, designate, schedule and assign duties to the workforce; to plan, direct and control the entire operation of the Road and Sanitation Department; to discontinue, consolidate or reorganize any department or branch; to transfer any or all operations to any location or discontinue the same in whole or in part; to make technological improvements; to install or remove equipment regardless of whether or not such action causes a reduction of any kind in the number of employees, or transfers in the workforce, or requires the assignment of additional different

... duties to the employees in the workforce, or causes the elimination or addition of titles or jobs; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement, except as limited herein. All the rights, powers, discretion, authority and prerogatives possessed by the Employer prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Employer, except as limited herein.

#### ARTICLE IV.

##### PROBATIONARY PERIOD, DISCIPLINE, DISCHARGE

A. The first six (6) months of employment of any newly hired employee shall be deemed to be a probationary period during which time the terms of this Agreement shall not apply.

B. During the probationary period, the Employer can reprimand, discipline or discharge without being challenged by the Union and there shall be no duty or responsibility on the Employer for re-employment of probationary employees if they are discharged during this probationary period.

C. After the probationary period, the parties to this Agreement agree that nothing herein shall prevent or prohibit the Employer from discharging or otherwise disciplining an employee covered by this Agreement, regardless of seniority, for good and just cause. Notice of discharge or discipline shall be served upon the Union by mail at or about the time notice is served upon the employee involved.

D. In the event that a discharge or disciplined employee feels that he has been discharged or disciplined unjustly, said employee or the Union shall have the right, under the procedure hereinafter described, to file a grievance which must be in writing and served upon the Employer within three (3) working days from the time of discharge or discipline.

J. Employees working overtime will be entitled to a thirty (30) minute break after three (3) continuous hours of overtime work, subject to the right of the Superintendent to stagger breaks in the event overtime work is commenced by various employees or crews at or about the same time; but in no event shall any employee be required to work more than four (4) continuous hours of overtime work without a break.

K. The Employer shall provide a dinner allowance up to \$5.00 per employee working three continuous hours of overtime work provided during emergency snow conditions that a majority of the roads are open. Signed vouchers for the meals shall be submitted to the Superintendent who shall in turn submit the receipts on an approved voucher for reimbursement by the Treasurer's Office on a monthly basis.

L. Lunch time on payday shall be 45 minutes providing each employee utilizes the time clock to record time out and time in.

N. The weekly starting time for the Road and Sanitation Department shall be 7 a.m., Monday through Friday.

#### ARTICLE VI.

#### MISCELLANEOUS BENEFITS INCLUDING VACATIONS, LEAVES OF ABSENCE, WORKERS' COMPENSATION, AND TEMPORARY DISABILITY BENEFITS.

##### A. Employment Practices

Each new employee shall be considered as being on probation for the first six months of employment and shall be so advised at the time of appointment. At the end of six months the employee must be notified of permanent appointment or rejection.

Any benefits resulting from revisions to the Borough Personnel policy will include public works employees.

Applicants for positions available will be interviewed by the Department Supervisor and/or the Councilmember responsible for that Department who then makes recommendations to Personnel Committee which then refers to Council.

If the applicant is acceptable, the applicant shall provide a certificate of medical suitability for the position requirements to the Borough Clerk, at the Borough's expense.

A letter of appointment to each new employee will state probation period, salary, and other conditions governing his employment.

#### II. Time and Attendance

Accurate time and attendance records will be maintained by each Department. The person in charge of the unit, office or activity will certify as to the accuracy of the time reports.

All Borough employees are to be at their assigned jobs ready for work as specified by the Department Supervisor, unless on vacation, leave of absence, or absent for good cause.

It is the responsibility of each employee to notify his Supervisor if he will be absent or delayed in reaching his assigned post. If unable to reach his Supervisor, then the Borough Clerk should be notified.

Lunch periods shall be specified by the Department Supervisor, making certain that duty stations will be covered during the period. Normal allowance for lunch is one-half hour.

#### C. Vacations

Full-time regular employees will receive vacations with pay as follows:

- a. After one year of continuous service - 10 working days
- b. After seven years of continuous service - 15 days
- c. After fourteen years of continuous service - 20 days
- d. After twenty-four years of continuous service - 25 days.

All vacations must be taken during the current year and may not be accumulated.

All vacations must be approved by the Department Supervisor and/or Councilmember responsible for that Department.

4.

If no grievance is filed within the time period specified, then said discharge or discipline shall be deemed absolute and final unless such time period is extended by mutual agreement of the parties.

E. In the event that the grounds for discharge or discipline are proved to be inadequate, the employee shall be reinstated immediately with full back pay from the date of discipline or discharge.

#### ARTICLE V. HOURS OF WORK AND OVERTIME

A. The normal work day shall consist of eight (8) hours. The normal work week shall consist of five (5) days, forty (40) hours per week.

B. Pay at the rate of time and one-half of the regular rate shall be paid to any employee who performs work under any of the following circumstances:

1. In excess of eight (8) hours in any one day.
2. In excess of forty (40) hours in any one week.

C. Pay at the rate of time and one-half of the regular rate shall be paid to any employee who performs duties on his day off, a holiday, or Sunday when the duties have been authorized by the Superintendent of Public Works. Holiday work shall be at double time plus the holiday pay. A list of paid holidays is appended to this Agreement.

D. The Union recognizes the Employee's need and right to require reasonable amounts of overtime.

D. Fringe Benefits.

Full-time regular employees of the Public Works Department will receive two (2) personal days per year.

E. Absences.

Absences from duty are classified as illness, excused absences, unexcused absences or vacation and will be so noted on Time Reports by the Department Supervisor.

All absences on account of illness or disability shall be reported immediately to the Supervisor. In the event the Supervisor cannot be reached, the absence should be reported to the Borough Clerk and Councilmember responsible for that Department.

In all cases of illness or disability, the Borough Council reserves the right to have the employee examined by a physician designated by the Borough.

Any absence due to illness or disability in excess of three working days must be certified by a written statement from the attending physician.

A leave of absence for three days will be granted to a regular employee upon the death of spouse, child, mother, father, sister, brother, grandparents, grandchildren, mother-in-law and father-in-law.

F. Sick Leave with Pay.

Sick leave with full pay will be granted to an employee of the Public Works Department who has permanent status and is employed on a full-time basis when the employee is unable to report for work for any of the following reasons:

1. Illness or accident to employee not arising out of the employee's course of employment.
2. Illness in employee's immediate family which requires attendance upon or in place of the ill member for three (3) consecutive days.
3. Attendance at a hospital by reason of an illness of any member of the employee's immediate family for three (3) consecutive days.

4. Discovery of a contagious disease in the employee's household.
5. The death of a member of an employee's family.

Any employee who, in accordance with the foregoing rules, is entitled to sick leave shall receive full pay for the time lost on account of said sickness or other disability up to a maximum period of time as follows:

- a. During the first calendar year of service, one working day for each month of employment.
- b. After the first calendar year of service, fifteen working days in every calendar year of employment thereafter.
- c. Any employee unable to report for work must notify his Supervisor. In the event the Supervisor cannot be reached, the absence and the reasons must be reported to the Borough Clerk and Councilmember responsible for that Department.

If any employee of the Public Works Department uses none or only a portion of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his credit from year to year, not to exceed 180 days.

Unused sick leave in an amount not to exceed 60 days may be taken at full pay during the period immediately prior to retirement. An employee shall provide 60 days (two months) notice in writing of the date of intended retirement to the Superintendent or General Foreman.

Any employee using accrued sick leave for personal, business, vacations or any unapproved activity will be subject to disciplinary measures which could result in his or her removal.

Any employee absent for five consecutive working days without notice of absence or permission will be considered to have resigned from his or her job not in good standing.

In all cases of illness or disability, the Borough Council reserves the right to have the employee examined by a physician designated by the Borough Council at the Borough's expense. Any absence due to illness or disability in excess of three working days must be certified by a written statement from the attending physician, at the employee's expense.

At the discretion of the Mayor and Council, sick leave may be extended for a longer period of time for any employee, but shall not exceed the limits allowed by State law.



ARTICLE VII. SENIORITY

A. Seniority shall be defined as the total length of service that the employee has been employed by the Borough of Shrewsbury in the Road and Sanitation Department.

B. In the event of a layoff, seniority shall prevail. The employee with least seniority shall be the first laid off. Upon any rehiring, the laid off employee with the greatest seniority shall be the first rehired.

C. Subject to the Employer's right to promote, assign vacations, leave and overtime based on the needed skills or capabilities of one or more employees, seniority shall prevail, if the skills or capabilities of the employees affected are substantially equal, as to promotions, and the assignment of vacation, leave or overtime.

D. The Union will be advised of the names of all new hires.

ARTICLE VIII. BULLETIN BOARD

The Employer agrees to furnish for the sole use and benefit of the Union, an adequate and appropriate bulletin board in a conspicuous place at the place of business of the Employer. It shall be known or referred to as the Union bulletin board.

ARTICLE IX.SAFETY PROVISIONS AND LOST TIME PAY

A. The Employer will make reasonable provisions for, promote and enforce the safety and health of his employees and shall comply with all federal, state and local requirements for occupational safety and health. Equipment will be maintained in such a manner as to insure safe operation. The Employer will promote and enforce a safety program to safeguard the health, life and limb of its employees and maintain its equipment in such a manner as to insure safe operation. Should an employee be injured on the job and is unable to continue working as a result of the injury, he shall be paid for the entire day,

provided the injury occurred in the course of employment.

B. No employee shall lose his job as a result of any on-the-job injury sustained in the course of employment; provided, however, that the Employer may replace such injured employee if the Employer determines that the position should be filled prior to the injured employee returning to the job. In the event the injured employee is physically and mentally able to perform his job after he had recovered from the injury, he shall be entitled to resume his job, provided such resumption occurs within six (6) months of the injury. In the event an injured employee wishes to resume his job, the Employer has the right to have such employee examined by a physician of its choosing and the determination of said physician as to whether the employee is physically and mentally able to perform his job shall be binding on the Employer, employee and Union. In the event that an injured employee wishes to resume his job having been determined to be physically and mentally able to do so, as provided above, and such job has been filled by the Employer, then the person with the least seniority filling the job shall be laid off or bumped to provide a job position for the returning employee.

C. Required safety equipment and such other equipment as the Employer must, by statute or regulations provide, including articles of clothing, shall be at no cost to the employees. These shall be used and/or worn by the employees while on the job and failure to do so is good and just cause for discipline and/or discharge.

#### ARTICLE X. MILITARY SERVICE

All military leave shall be as provided by law. In any event, employees upon returning from military service shall be restored to their former positions at the prevailing rate of pay, on the basis of seniority.

ARTICLE XI. MISCELLANEOUS

The Employer shall furnish and maintain for the use and benefit of all employees a time recording system or time clock and a medical kit at the Borough Garage.

ARTICLE XII. DISCRIMINATION

The Employer agrees that it will not discriminate in hiring of employees or in their training, upgrading, promotion, transfer, layoffs, discipline, discharge or otherwise, because of race, creed, color, national origin, political affiliation, sex or marital status.

ARTICLE XIII. UNION REPRESENTATIVES

A. Only duly authorized representatives of the Union shall have access during working hours to the premises of the Employer or any other place of work to which bargaining unit employees are assigned, and shall be permitted to make inspection of membership cards of all employees and the Employer's payroll records of the unit covered by this Agreement for the purpose of ascertaining whether the provisions of this Agreement are being duly complied with by the Employer in good faith, or in regard to any matter connected with the terms of this Agreement. Notice of inspection by authorized representatives to make the inspections provided herein must first be announced to the Superintendent or General Foreman of the Road and Sanitation Department, who may then determine an adequate and convenient time for the exercise of these functions.

B. The President, Secretary-Treasurer, or their duly authorized representatives so designated in writing shall be the representatives of the Union, and no other person or persons.

ARTICLE XIV. SHOP STEWARD

A. There shall be at all times one shop steward designated by the Union and one alternate shop steward designated by the Union, authorized to act in the absence of the shop steward. All references herein to responsibilities and duties of the shop steward shall apply to the alternate shop steward in the absence of the shop steward.

B. Shop Steward shall suffer no loss of pay for the time spent during working hours in the performance of his duties, providing the Superintendent or General Foreman has approved his deviation from his work in advance. The Superintendent or General Foreman shall not withhold such permission unreasonably when it does not interfere with the normal routine of work. The Employer shall recognize an employee as Shop Steward only after having received written notice of his selection or designation by the Union. Under no circumstances shall the Shop Steward be discriminated against by the Employer.

C. The authority of the Shop Steward and Alternate Shop Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this collective bargaining agreement;

2. The collection of dues when authorized by appropriate Local Union action;

3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers; provided such messages and information (a) have been reduced to writing; or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Employer's business.

14.

4. The representation, at the request of any employee covered hereunder, in discussion initiated by the Superintendent or General Foreman, concerning the work performance of said employee, or any other matter in which an employee feels he needs such representation, subject to paragraph B above.

5. Any abuse of the provisions of paragraph C4 above, by the Shop Steward shall, in the first instance, be discussed with a representative of the Local Union.

D. Neither the Shop Steward nor any shop committee or group of employees covered by this Agreement is authorized to cause or engage in any strike, slowdown or stoppage in the place of business of the Employer nor order the discharge of any employee.

E. The Employer and the Union recognize these limitations upon the authority of the Shop Steward and the Alternate Shop Steward. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

#### ARTICLE XV.

##### GENERAL FOREMAN OF PUBLIC WORKS

In the absence of the Superintendent of Public Works whether because of illness, vacation, or any other reason, there shall be a General Foreman. Such person shall be designated by the Employer from the employees of the Road and Sanitation Department with preference in the designation to the order of seniority of the employees, subject to the following conditions:

1. The person so designated must be acceptable to the Employer regardless of seniority, and the Employer in its sole discretion may designate any employee of the Road and Sanitation Department as General Foreman.

2. The Employer has the absolute right to replace the person so designated at any time.

3. If none of the employees of the Road and Sanitation Department are acceptable to the Employer or become unacceptable during the term of this Agreement, or if none of the employees acceptable to the Employer accept the position of General Foreman, then the Employer, in its sole discretion, can designate a person from outside the employee group as General Foreman of the Road and Sanitation Department.

4. During the period that an employee of the Road and Sanitation Department acts as General Foreman, he shall perform such duties normally performed by the Superintendent together with his normal duties as an employee insofar as possible.

#### ARTICLE XVI.

##### CHECKOFF OF UNION DUES AND CREDIT UNION

A. The Employer will accept a signed authorization from any employee covered by this Agreement directing the Employer to deduct from the wages of said employee the regular monthly membership dues and initiation fee and assessment of each new member. Written notice must be sent by the Union Secretary-Treasurer to the Employer advising the Employer of the amount of the monthly union dues, initiation fee and assessment.

B. The said deductions shall be made on the first pay day of each and every month. All monies so deducted shall be remitted to the Union, together with a duplicate list of the employees whose dues, initiation fees and assessments have been deducted, by the tenth (10th) day and no later than the fifteenth (15th) day of the current month.

C. The Employer will accept a signed authorization from any employee covered by this agreement, directing the Employer to deduct from the wages of said employee regular weekly Credit Union deductions and remit to TRI-LINE FEDERAL CREDIT UNION, 416 Vosseller Avenue, Bound Brook, New Jersey 08805.

D. The Union shall have no right or interest whatsoever in any money authorized to be withheld until such money is

actually paid over to it. Neither the Employer nor any of its officials and employees shall be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union's last known address, the Employer and its officials and employees shall be released from all liability to the employees for whom deductions are made and to the Union.

#### ARTICLE XVII. GRIEVANCE PROCEDURE

Section 1. Any dispute involving the interpretation or application of any of the provisions of this Agreement shall be a grievance and shall be settled and determined according to the following procedure which must be followed:

Step 1. The aggrieved employee or employees must present the grievance in writing to the Superintendent or General Foreman through the Shop Steward within three (3) working days after knowledge of the grievance or the reason for the grievance has occurred. If a satisfactory settlement is not reached with the Superintendent within three (3) working days, the grievance may be appealed to Step 2.

Step 2. If the grievance is not resolved under Step 1 hereof, the Union's Business Representative may present the written grievance as completed under Step 1 to the Road and Sanitation Committee of the Borough Council within three (3) working days and arrange for a meeting for the purpose of reviewing the grievance, and the Road and Sanitation Committee shall return its written answer to the Union within five (5) working days after receipt of grievance or meeting whichever is later.

Step 3. If the grievance is not resolved in Step 2 hereof, the Union may present the written grievance to the Mayor and Council at its next regularly scheduled meeting provided that at least five (5) days notice be given to Mayor and Council. The Mayor and Council shall answer the grievance in writing within ten (10) calendar days after its consideration of said grievance.

Section 2:

All of the time limits contained in this Article of the Agreement shall be considered as maximum periods of time and may be extended only by mutual agreement. Unless such time is extended by mutual agreement the failure of the Union and/or employees to observe the time limits herein for the presentation of a grievance shall constitute an abandonment of said grievance.

ARTICLE XVIII. EDUCATION

The Employer agrees to pay for educational courses satisfactorily completed by an employee provided: (1) that any such course is job related; and (2) that attendance at any such course is approved in advance by the Superintendent or General Foreman and the Road and Sanitation Committee of the Borough Council. It is recognized and understood by the parties hereto that disapproval of such courses may be based on, among other things, financial considerations.

ARTICLE XIX. MODIFICATION OF AGREEMENT

Neither the Employer nor any individual employee or group of employees shall have the right to modify or waive any of the provisions of this Agreement. The Employer will not enter into any individual agreements or arrangements with any of his employees covered by this Agreement.

Any modification must be in writing duly executed by an authorized agent of the Employer and by the President or Secretary-Treasurer of the Union. The Union may request that all negotiations for modification be held in the presence of a Union negotiating committee, such committee not to exceed two (2) in number.



ARTICLE XX. DURATION

This agreement shall be in full force and effect from January 1, 1992 through December 31, 1992.

ARTICLE XXI. WAGESA. 1992 Salary Guide

Probationary (6 months)	\$17,204.00
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After 6 months:

Grade 1	\$19,753.00
Grade 2	21,090.00
Grade 3	22,620.00
Grade 4	23,704.00
Grade 5	25,106.00
Grade 6	25,997.00
Grade 7	27,527.00
Grade 8	29,745.00

Mechanic

Grade 1	\$22,302.00
Grade 2	23,704.00
Grade 3	26,125.00
Grade 4	29,745.00
Grade 5	32,052.00

B. After completion of each fifth year of service to the Borough, longevity payments shall be \$300.00 for each five year period of service.

G. Personnel evaluations for incentive raises will be made during the month of December of each year for the following year's salaries. Recommendations will be subsequently presented to Borough Council for approval. Raises will be retroactive to January 1.

ARTICLE XXII. NO STRIKE

The parties agree to settle any differences through the grievance procedure. There shall be no strikes, work stoppages, slowdowns or lockouts of any kind. No officer or representative of the Union shall authorize, institute or condone any such activity. No employee shall participate in any such activity. The Employer shall have the right to take disciplinary action including discharge against any employees participating in a violation of the provisions of this Article.

ARTICLE XXIII. UNIFORMS

The Borough agrees to provide warm winter uniforms.

ARTICLE XXIV. FUNERAL LEAVE

In the event of a death of a fellow employee of the Public Works Department, employees will be given time off and suffer no loss in pay to attend the funeral and/or burial services provided those employees return to work at the conclusion of the service.

20.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

BOROUGH OF SHREWSBURY

BY: Raymond Mass  
Raymond Mass, Mayor

ATTEST:

Marlene Hotaling  
Marlene Hotaling, Borough Clerk

TEAMSTERS LOCAL 177

BY: Rafael Caruncho

ATTEST:

Elaine Schaefer

ELAINE SCHAEFER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb. 14, 1996

PAID HOLIDAYS

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
Employee's Birthday